

# Cedar Pointe Community Development District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817- 407-723-5900- FAX 407-723-5901

[www.cedarpointecdd.com](http://www.cedarpointecdd.com)

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The meeting of the Board of Supervisors of **Cedar Pointe Community Development District** will be held on **Thursday, April 21, 2022, at 11:00 a.m. 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

<https://pfmgroupp.webex.com/meet/carvalhov>

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Organizational Matters**

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

### **General Business Matters**

1. Consideration of Minutes of the January 20, 2022, Board of Supervisors' Meeting
2. Appointment of Auditor Selection Committee
3. Consideration of Resolution 2022-04, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date [Suggested Date, July 21, 2022] (under separate cover)
4. Consideration of Resolution 2022-05, Designating Board Member Seats for the Upcoming General Election 2022
5. Review & Consideration of GNP Services Arbitrage Rebate Calculate Engagement Letter
6. Ratification of Kutak Rock Retention & Fee Agreement
7. Ratification of Payment Authorizations 114 — 125
8. Review of District Financial Statements

### **Other Business**

- Staff Reports
  - District Counsel
  - District Engineer
  - District Manager
- Audience Comments
- Supervisors Requests

### **Adjournment**



**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the January 20,  
2022  
Board of Supervisors' Meeting

## **MINUTES OF MEETING**

### **CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES**

**Thursday, January 20, 2022 at 11:00 a.m.**

**14785 Old St. Augustine Road, Suite 3,  
Jacksonville, FL 32258**

Board Members present at roll call in person via speaker phone:

Kelly White	Chairperson	
James Stowers	Vice Chairperson	
Andy Hagan	Assistant Secretary	
Susan Calvo	Assistant Secretary	(via phone)
Stacey Pyle	Assistant Secretary	(via phone)

Also present were:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	PFM Group Consulting LLC	(via phone)
Katie Buchanan	District Counsel- Kutak Rock LLP	(via phone)
Mike Veazey	ICI Homes	

## **FIRST ORDER OF BUSINESS**

### **Organizational Matters**

#### **Call to Order and Roll**

The meeting was called to order at 11:03 a.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with meeting. Those in attendance are outlined above.

#### **Public Comment Period**

There were no members of the public present or via speakerphone.

## **SECOND ORDER OF BUSINESS**

### **General Business Matters**

#### **Consideration of Minutes of the July 23, 2021 Board of Supervisors Meeting**

The Board reviewed the Minutes of the July 23, 2021 Board of Supervisors' Meeting.

ON MOTION by Ms. Pyle, seconded by Mr. Stowers, with all in favor, the Board approved the Minutes of the July 23, 2021 Board of Supervisors' Meeting.

**Ratification of Grau & Associates  
Engagment Letter for Auditing  
Services**

Ms. Carvalho requested a motion to ratifiy the Audit Engagement Letter with Grau & Associates.

ON MOTION by Ms. Pyle, seconded by Ms. Calvo, with all in favor, the Board ratified the Audit Engagement Letter with Grau & Associates.

**Consideration of the Resolution  
2022-01, Annual Appropriations  
and Adopting the Revised Budget  
for Fiscal Year 2021**

Ms. Carvalho noted for the record, per Florida State Statute, the Board is required to review a revised Budget for FY 2021, when any budget line items exceed the 10% budgetary threshold.

Ms. Carvalho requested a motion to approve the Resolution 2022-01.

ON MOTION by Ms. White, seconded by Ms. Pyle, with all in favor, the Board approved Resolution 2022-01, Annual Appropriations and Adopting the Revised Budget for Fiscal Year 2021.

**Consideration of the Resolution  
2022-02, Designating the Primary  
Adminsistrative Office**

Ms. Carvalho presented Resolution 2022-02, Designating the Primary Administrative Office. The Resolution states the current location, 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258, to be designated as the primary administrative office.

Ms. Carvalho requested a motion to approve the Resolution 2022-02.

ON MOTION by Ms. Pyle, seconded by Ms. Calvo, with all in favor, the Board approved Resolution 2022-02, Designating the Primary Administrative Office.

**Consideration of the Resolution  
of 2022-03, Designating  
Registered Agent & Office**

Ms. Carvalho addressed Ms. Buchanan, with Kutak Rock LLP, to be the Designated Registered Agent & Office for the District. Ms Buchanan accepted. Resolution 2022-03, will be modified to include Ms.Buchanan with Kutak Rock, LLP as the Designating Registered Agent and Office, as of February 1, 2022 along with the office address to Ms. Buchanan.

Ms. Carvalho requested a motion to approve the Resolution of 2022-03, with the suggested modifications, Designating Registered Agent & Office as Ms. Buchanan with Kutak Rock LLP.

ON MOTION by Ms. Pyle, seconded by Mr. Stowers, with all in favor, the Board approved the Resolution of 2022-03, Designating Registered Agent & Office as Ms. Buchanan with Kutak Rock LLP.

**Ratification of the Transition  
Letter of District Counsel Firm  
Representation**

Ms. Buchanan reviewed the Transition Letter for the Board. She advised, the District's former firm representative, Hopping Green & Sams decided to dissolve the entire special district practice group and collectively moved to join Kutak Rock LLP. Kutak Rock LLP is a national lawfirm that specializes in public finance. Ms. White was asked to transfer legal

services from Hopping Green & Sams to Kutak Rock LLP, to ensure the Board was not without legal counsel. The contract remains the same and is able to be terminated at any time.

Additionally, Ms. Buchanan stated, Her and Mr. Haber, had some scheduling changes, making Ms. Buchanan more readily available for the District. Mr. Haber is available to answer any questions, if needed.

Ms. Carvalho requested a motion to ratify the Transition Letter to Kutak Rock LLP.

On MOTION by Ms. White, seconded by Ms. Pyle, with all in favor, the Board ratified the Transition Letter of District Counsel Firm Representation to Kutak Rock LLP.

#### **Ratification of Payment Authorization 96-113**

The Board reviewed Payment Authorization Nos. 96-113. These have been approved and paid and just need to be ratified.

Ms. Carvalho requested a motion to ratify Payment Authorization Nos. 96-113

On MOTION by Mr. Stowers, seconded by Ms. Pyle, with all in favor, the Board Ratified Payment Authoriztion Nos. 96-113.

#### **Review of District Financial Statements**

The Board reviewed the District Financial Statements as of December 31, 2021.

#### **THIRD ORDER OF BUSINESS**

#### **Other Business**

#### **Staff Reports**

District Council- No report

District Engineer- Not present

District Manager- Ms. Carvalho stated the next meeting is scheduled for April 21, 2022 at 11:00 a.m. at this location.

**Audience      Comments      and  
Supervisors Requests**

Ms. Pyle advised the Board of a building near a bus stop that had possible roof damage. Ms. Pyle was concerned it could pose a risk to others. Mr. Veazey stated that the property manager for the community has been made aware of the situation and is addressing this matter accordingly.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

There were no additional items to come before the Board, Ms. Carvalho requested a motion to adjourn the meeting.

On MOTION by Ms. White, seconded by Mr. Stowers, with all in favor, the Thursday, January 20, 2022 Board of Supervisors' Meeting of the Cedar Pointe Community Development District was adjourned at 11:13 a.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Appointment of Auditor Selection Committee



**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-04,  
Approving a Preliminary Budget for Fiscal  
Year 2023 and Setting a Public Hearing  
Date [Suggested Date, July 21, 2022]  
(under separate cover)

RESOLUTION 2022-\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cedar Pointe Community Development District ("**District**") prior to June 15, 2022, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_, 2022

HOUR: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Jacksonville and Duval County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

ATTEST:

**CEDAR POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice Chairperson, Board of  
Supervisors

**Exhibit A:** Proposed Budget

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2022-05,  
Designating Board Member Seats for the  
Upcoming General Election 2022

## RESOLUTION 2022-10

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3)(A)(2)(c), FLORIDA STATUTES, AND INSTRUCTING THE DUVAL COUNTY SUPERVISOR OF ELECTIONS TO CONDUCT THE DISTRICT'S GENERAL ELECTION**

WHEREAS, the Cedar Pointe Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") seeks to implement section 190.006(3)(A)(2)(c), Florida Statutes, and to instruct the Duval County Supervisor of Elections to conduct the District's General Elections.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CEDAR POINTE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. The Board is currently comprised of the following individuals: Andy Hagan, James Stowers, Susan Calvo, Kelly White, Stacey Pyle

Section 2. The term of office for each member of the Board is as follows:

<u>Seat</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
Seat 1	Andy Hagan	11/2024
Seat 2	James Stowers	11/2024
Seat 3	Susan Calvo	11/2022
Seat 4	Kelly White	11/2022
Seat 5	Stacey Pyle	11/2022

Section 3. Seat 3, currently held by Susan Calvo and Seat 4, currently held by Kelly White and Seat 5, currently held by Stacey Pyle are scheduled for the General Election in November 2022.

Section 4. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

Section 5. The term of office for the individuals to be elected to the Board in the November 2022 General Election is four years.

Section 6. The new Board members shall assume office on the second Tuesday following their election.

Section 7. The District hereby instructs the Supervisor of Elections to conduct the District's General Elections on the ballot of the 2022 General Election. The District understands that it will be responsible to pay for its proportionate share of the general election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor of Elections.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF APRIL 2022.**

**CEDAR POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIR/VICE CHAIR**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY/ASSISTANT SECRETARY**

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Review & Consideration of GNP Services  
Arbitrage Rebate Calculate Engagement  
Letter

**GNP Services, CPA, PA**

www.gnpcpas.com

5000 US Highway 17 S #18187  
Fleming Island, FL 32003

P.O. Box 1179  
Orange Park, FL 32067-1179

March 10, 2022

Ms. Vivian Carvalho  
District Manager  
PFM Group Consulting, LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817

RE: Various Community Development District Bond issues managed by PFM

Dear Ms. Carvalho:

This letter is to confirm and specify the terms of our prospective engagement to provide arbitrage rebate services for the Bonds listed on the attached schedules (the "Bonds") and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom services are to be performed to confirm the following understanding.

We will perform mathematical computations to calculate the arbitrage rebate liability for the Bonds. The report we deliver on any computation date that is not an installment computation date will be in the form of a cover letter with a synopsis presenting the arbitrage rebate liability; on each installment computation date a full report with all supporting schedules will be provided. We will also prepare any Internal Revenue Service forms that are required to be filed in connection with the arbitrage rebate liability for the Bonds.

The mathematical computations will be performed using information that you or the Bonds trustee will furnish to us. We will make no audit or other verification of the data you submit, although we may need to ask you for clarification of some of the information.

It is your responsibility and that of the Bonds trustee to provide all the information required for the preparation of the complete and accurate calculation of the arbitrage rebate liability. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge. You should retain all the documents and other data that form the basis of the calculation of the arbitrage rebate liability. These may be necessary to prove the accuracy and completeness of any returns required to be filed with a taxing authority.

Our work in connection with the preparation of the calculation of the arbitrage rebate liability does not include any procedures designed to discover defalcation or other irregularities, should any exist.

We will use our judgment in resolving questions where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. We plan to perform reasonable research to support positions taken in your returns. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.



The law provides for a penalty to be imposed on any underpayment that results from negligence or disregard of rules or regulations. Negligence "includes any failure to make a reasonable attempt to comply..." with the code. Disregard "includes any careless, reckless or intentional disregard". The law also provides various other penalties that may be imposed when taxpayers understate their tax liability. If the tax authorities assess penalties, you agree to be responsible for their payment and not to look to us for reimbursement.

Your returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such government tax examination, we recommend that you hire a competent professional to represent you. We will be available, upon request, to represent you and will render additional invoices for the time and expenses incurred.

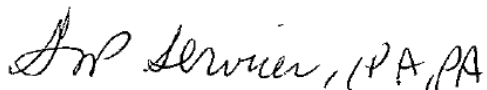
Our fee for these services will be as set forth on Schedules A-B. Payment is due on receipt. Invoices not paid within ten days are subject to interest at the rate of 1% per month, prorated for the applicable number of days. After ninety days if the invoice remains unpaid, the account may be turned over to a collection agency. Any costs related to collection will be your responsibility.

We will continue to prepare the calculations unless advised in writing at least thirty days prior to the Bond Year end that our services are not required.

Our report will be delivered to the email address you specify on the attachment to this engagement letter. Please complete the name, title, phone number and email address for each recipient to whom you would like the report to be sent.

We will not be providing any services nor preparing any returns for you that are not covered by this agreement. If you do not accept the above conditions we will be unable to provide any services. If you have any questions regarding anything in this letter, you may contact me using the information shown above. We want to express our appreciation for this opportunity to work with you.

Sincerely,

A handwritten signature in black ink that reads "GNP Services, CPA, PA". The signature is written in a cursive, flowing style.

GNP Services, CPA, PA

**SCHEDULE D**  
**FEES FOR ANNUAL AND INSTALLMENT PERIODS**  
**REBATABLE ARBITRAGE LIABILITY CALCULATIONS**

Cedar Pointe Community Development District  
Capital Improvement Revenue Bonds, Series 2005A

One year period fee other than installment date calculation	
Cover letter and synopsis	\$ <u>500</u> (*)

One year period fee for installment date calculation	
Full report	\$ <u>500</u> (*)

(\*) The fee does not include providing any services to allocate commingled funds.

Note: In some cases, because of the choice of bond year end, a period shorter than a year may be included in a calculation. A short year will be billed as a full year. Each short year and full year included in a single report will be billed.

Proposal to perform annual and installment date arbitrage rebate calculation is accepted  
as evidenced by the signature below:

<hr/> Signature	<hr/> Title
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Printed Name

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Telephone Number

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Email

**Report Recipients:**

<hr/> Printed Name	<hr/> Title	<hr/> Telephone Number	<hr/> Email
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<hr/> Printed Name	<hr/> Title	<hr/> Telephone Number	<hr/> Email
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**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Kutak Rock Retention & Fee  
Agreement

## **RETENTION AND FEE AGREEMENT**

### **I. PARTIES**

THIS RETENTION AND FEE AGREEMENT ("**Agreement**") is made and entered into by and between the following parties:

A. Cedar Pointe Community Development District ("**Client**")  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

and

B. Kutak Rock LLP ("**Kutak Rock**")  
P.O. Box 10230  
Tallahassee, Florida 32302

### **II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client's Board of Supervisors.

### **III. CLIENT FILES**

The files and work product materials ("**Client File**") of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client's expense.

### **IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Katie S. Buchanan	\$320
Associates	\$250 - \$295
Paralegals	\$145

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

## **V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

## **XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**CEDAR POINTE COMMUNITY  
DEVELOPMENT DISTRICT**

By: Kelley White

Its: Chair

Date: 2/1/22

**KUTAK ROCK LLP**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.



**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations  
114 – 125

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 114**

12/15/2021

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b>		
	Dissemination Fee S2005A: 10/01/21-12/31/21	118300	\$ 1,250.00
	District Management Fee: December 2021	DM-12-2021-10	\$ 1,666.67
	Postage/FedEx: October 2021	OE-EXP-11-06	\$ 5.80
2	<b>VGlobalTech</b>		
	Monthly Website Fee: December 2021	3375	\$ 100.00
	Quarter 4 ADA Audit	3410	\$ 300.00

<b>TOTAL</b>	<b>\$3,322.47</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

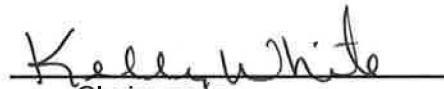
**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 115**

1/6/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Charles Aquatics, Inc.</b> Lake Maintenance: January 2022	44208	\$ 1,326.00
2	<b>VGlobaITech</b> Monthly Website Fee: January 2022	3510	\$ 100.00
3	<b>Yellowstone Landscape</b> Landscape Maintenance: November 2021 Landscape Maintenance: December 2021	JAX 293448 B JAX 307445 B	\$ 700.00 \$ 700.00
		<b>TOTAL</b>	<b>\$2,826.00</b>

\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 116**  
1/21/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Deluxe Corporation (paid online)</b> Check Order	444229	\$ 125.00
2	<b>Jacksonville Daily Record</b> Legal Advertising on 01/13/22	22-00254D	\$ 167.38
3	<b>PFM Group Consulting LLC</b> District Management Fee: January 2022	DM-01-2022-010	\$ 1,666.67

<b>TOTAL</b>	<b>\$1,959.05</b>
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*Vivian Carvalho*

Secretary/Assistant Secretary

*Karen White*

Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 117**

1/27/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Supervisor Fees: Meeting 01/20/2022</b>		
	Susan Calvo	--	\$ 200.00
	Stacy Pyle	--	\$ 200.00
<b>TOTAL</b>			<b>\$400.00</b>

*Vivian Carvalho*

Secretary/Assistant Secretary

*Keesha White*

Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 118**

2/3/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Charles Aquatics, Inc.</b> Lake Maintenance: February 2022	44428	\$ 1,326.00
2	<b>Kutak Rock</b> District Counsel Through 12/31/21	2981418	\$ 126.00

<b>TOTAL</b>	<b>\$1,452.00</b>
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Secretary/Assistant Secretary

Kerry White  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 119**

2/10/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Yellowstone Landscape</b>		
	Landscape Maintenance: January 2022	JAX 318561 B	\$ 700.00
	Landscape Maintenance: February 2022	JAX 321685 B	\$ 700.00

<b>TOTAL</b>	<b>\$1,400.00</b>
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Secretary/Assistant Secretary

  
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Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

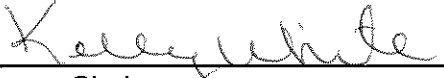
**Payment Authorization 120**

2/17/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b> District Management Fee: February 2022	DM-02-2022-010	\$ 1,666.67

<b>TOTAL</b>	<b>\$1,666.67</b>
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Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson



**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 121**

2/24/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b>		
	Dissemination Fee S2005A: 01/01/22-03/31/22	119119	\$ 1,250.00
	Postage/FedEx: January 2022	OE-EXP-02-010	\$ 3.28

<b>TOTAL</b>	<b>\$1,253.28</b>
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Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 122**

3/4/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Charles Aquatics, Inc.</b> Lake Maintenance: March 2022	44638	\$ 1,326.00
2	<b>Grau and Associates</b> Audit FY 2021	22062	\$ 4,000.00
<b>TOTAL</b>			<b>\$5,326.00</b>

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Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization 123**

3/10/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Coastal Maintenance</b> Holiday Lighting	4083	\$ 1,330.00
2	<b>VGlobalTech</b> Monthly Website Fee: February 2022	3585	\$ 100.00
	Monthly Website Fee: March 2022	3671	\$ 110.00
<b>TOTAL</b>			<b>\$1,540.00</b>

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Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

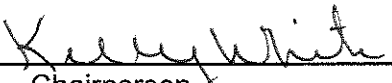
**Payment Authorization 124**

3/17/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>PFM Group Consulting LLC</b> District Management Fee: March 2022	DM-03-2022-010	\$ 1,666.67

<b>TOTAL</b>	<b>\$ 1,666.67</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

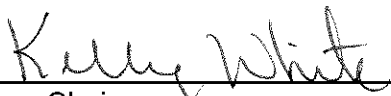
**Payment Authorization 125**

3/24/2022

Item No.	Payee	Invoice Number	FY22 General Fund
1	<b>Yellowstone Landscape</b> Landscape Maintenance: March 2022	JAX 329464 B	\$ 700.00

<b>TOTAL</b>	<b>\$ 700.00</b>
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\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson

**CEDAR POINTE  
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements

**Cedar Pointe CDD**  
Statement of Financial Position  
As of 2/28/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$49,994.27				\$49,994.27
General Checking Account - CNB	13,501.07				13,501.07
State Board of Administration	8,409.16				8,409.16
Assessments Receivable	15,832.76				15,832.76
Assessments Receivable		\$145,255.56			145,255.56
Debt Service Reserve 2005A		268,225.84			268,225.84
Revenue 2005A		325,780.35			325,780.35
Prepayment 2005A		2,563.16			2,563.16
Acquisition/Construction 2005A			\$2,337.30		2,337.30
Deferred Cost 2005A			95,075.56		95,075.56
Total Current Assets	<u>\$87,737.26</u>	<u>\$741,824.91</u>	<u>\$97,412.86</u>	<u>\$0.00</u>	<u>\$926,975.03</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$596,569.35	\$596,569.35
Amount To Be Provided				3,383,430.65	3,383,430.65
Total Investments		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,980,000.00</u>	<u>\$3,980,000.00</u>
<b>Total Assets</b>	<u><u>\$87,737.26</u></u>	<u><u>\$741,824.91</u></u>	<u><u>\$97,412.86</u></u>	<u><u>\$3,980,000.00</u></u>	<u><u>\$4,906,975.03</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$6,154.00				\$6,154.00
Deferred Revenue	15,832.76				15,832.76
Deferred Revenue		\$145,255.56			145,255.56
Total Current Liabilities	<u>\$21,986.76</u>	<u>\$145,255.56</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$167,242.32</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable LongTerm				\$3,980,000.00	\$3,980,000.00
Total Long Term Liabilities		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,980,000.00</u>	<u>\$3,980,000.00</u>
<b>Total Liabilities</b>	<u><u>\$21,986.76</u></u>	<u><u>\$145,255.56</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,980,000.00</u></u>	<u><u>\$4,147,242.32</u></u>

**Cedar Pointe CDD**  
Statement of Financial Position  
As of 2/28/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$254,295.36				\$254,295.36
Net Assets - General Government	(217,894.22)				(217,894.22)
Current Year Net Assets - General Government	29,349.36				29,349.36
Net Assets, Unrestricted		\$468,024.24			468,024.24
Current Year Net Assets, Unrestricted		128,545.11			128,545.11
Net Assets, Unrestricted			\$84,173.80		84,173.80
Current Year Net Assets, Unrestricted			13,239.06		13,239.06
<b>Total Net Assets</b>	<u>\$65,750.50</u>	<u>\$596,569.35</u>	<u>\$97,412.86</u>	<u>\$0.00</u>	<u>\$759,732.71</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$87,737.26</u></u>	<u><u>\$741,824.91</u></u>	<u><u>\$97,412.86</u></u>	<u><u>\$3,980,000.00</u></u>	<u><u>\$4,906,975.03</u></u>



**Cedar Pointe CDD**  
Statement of Activities  
As of 2/28/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Long Term Debt Group	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$53,032.05				\$53,032.05
Off-Roll Assessments	14,561.24				14,561.24
Other Income & Other Financing Sources	0.60				0.60
On-Roll Assessments		\$258,966.32			258,966.32
Inter-Fund Group Transfers In		(13,196.40)			(13,196.40)
Inter-Fund Transfers In			\$13,196.40		13,196.40
Total Revenues	<u>\$67,593.89</u>	<u>\$245,769.92</u>	<u>\$13,196.40</u>	<u>\$0.00</u>	<u>\$326,560.21</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$400.00				\$400.00
Public Official Insurance	2,927.00				2,927.00
Trustee Services	3,717.38				3,717.38
District Management	8,333.35				8,333.35
Dissemination Agent	2,500.00				2,500.00
District Counsel	126.00				126.00
Assessment Administration	5,000.00				5,000.00
Legal Advertising	236.88				236.88
Web Site Maintenance	700.00				700.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	3,804.00				3,804.00
Lake Maintenance	6,630.00				6,630.00
Landscaping Maintenance & Material	3,500.00				3,500.00
Miscellaneous	203.82				203.82
Principal Payment		\$10,000.00			10,000.00
Interest Payments		107,231.25			107,231.25
Total Expenses	<u>\$38,253.43</u>	<u>\$117,231.25</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$155,484.68</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$8.90				\$8.90
Interest Income		\$6.44			6.44
Interest Income			\$42.66		42.66
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$8.90</u>	<u>\$6.44</u>	<u>\$42.66</u>	<u>\$0.00</u>	<u>\$58.00</u>
<b>Change In Net Assets</b>	\$29,349.36	\$128,545.11	\$13,239.06	\$0.00	\$171,133.53
<b>Net Assets At Beginning Of Year</b>	<u>\$36,401.14</u>	<u>\$468,024.24</u>	<u>\$84,173.80</u>	<u>\$0.00</u>	<u>\$588,599.18</u>
<b>Net Assets At End Of Year</b>	<u><u>\$65,750.50</u></u>	<u><u>\$596,569.35</u></u>	<u><u>\$97,412.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$759,732.71</u></u>

# Cedar Pointe Community Development District

Budget to Actual  
For the Month Ending 2/28/2022

	Actual	Year To Date Budget	Variance	Adopted FY 2022 Budget
<b><u>Revenues</u></b>				
Assessments	\$ 67,593.29	\$ 34,760.42	\$ 32,832.87	\$ 83,425.00
Carry Forward Revenue	-	4,166.67	(4,166.67)	10,000.00
Other Income & Other Financing Sources	0.60	-	0.60	-
<b>Net Revenues</b>	<b>\$ 67,593.89</b>	<b>\$ 38,927.08</b>	<b>\$ 28,666.81</b>	<b>\$ 93,425.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 400.00	\$ 1,333.33	\$ (933.33)	\$ 3,200.00
District Counsel	126.00	1,291.67	(1,165.67)	3,100.00
Audit Fees	-	1,666.67	(1,666.67)	4,000.00
Arbitrage	-	416.67	(416.67)	1,000.00
Assessment Administration	5,000.00	2,083.33	2,916.67	5,000.00
Dissemination	2,500.00	2,083.33	416.67	5,000.00
Trustee	3,717.38	1,562.50	2,154.88	3,750.00
District Management Fees	8,333.35	8,333.33	0.02	20,000.00
Reamortization Schedule	-	104.17	(104.17)	250.00
General Insurance	3,804.00	1,687.50	2,116.50	4,050.00
Public Official Insurance	2,927.00	1,297.92	1,629.08	3,115.00
Legal Advertising	236.88	416.67	(179.79)	1,000.00
Website Maintenance	700.00	1,000.00	(300.00)	2,400.00
Dues, Licenses & Fees	175.00	72.92	102.08	175.00
Landscape Maintenance	3,500.00	4,166.67	(666.67)	10,000.00
Lake Maintenance	6,630.00	6,666.67	(36.67)	16,000.00
Maintenance of Trees/Wetlands	-	416.67	(416.67)	1,000.00
Electric	-	312.50	(312.50)	750.00
Office Misc (Phone / Postage / Travel)	203.82	145.83	57.99	350.00
Contingency (Repairs / Maintenance / Improvements / Misc)	-	3,868.75	(3,868.75)	9,285.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 38,253.43</b>	<b>\$ 38,927.08</b>	<b>\$ (673.65)</b>	<b>\$ 93,425.00</b>
<b>Total Expenses</b>	<b>\$ 38,253.43</b>	<b>\$ 38,927.08</b>	<b>\$ (673.65)</b>	<b>\$ 93,425.00</b>
<b>Income (Loss) from Operations</b>	<b>\$ 29,340.46</b>	<b>\$ -</b>	<b>\$ 29,340.46</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 8.90	\$ -	8.90	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 8.90</b>	<b>\$ -</b>	<b>\$ 8.90</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ 29,349.36</b>	<b>\$ -</b>	<b>\$ 29,349.36</b>	<b>\$ -</b>